

**Harford County Homeowner's Agreement,
Waiver of Liability, Release, and Acknowledgement**

Wheel Creek Rain Garden Project

Homeowner:

Address:

Date:

1. **VOLUNTARY PARTICIPATION:** I (the legal owner of this property) acknowledge that I have voluntarily applied to the Maryland Department of Natural Resources (DNR), Harford County, and [landscaping company's name] to provide a **Residential Stormwater Management Project** (rain garden, rain barrel, or native plant garden) including plants, supplies, equipment, and installation. I understand that a landscaping company and crew will work at my house/yard and I agree to do the following:

- Remove any structures in the rain garden area prior to the day of installation (i.e., doghouse, shed, poles, birdhouses, toys, etc.).
- Review the rain garden templates and corresponding plant list from a pre-approved set of templates provided by the Department of Natural Resources. The conditions of my site will determine which template is used.
- Remove/bar all pets from the work area on the day of installation.
- Sign a *Homeowner Satisfaction Form* upon mutual completion of the project (usually the final work day of the rain garden installation).
- Maintain the rain garden as outlined by the Department of Natural Resources and the landscaping company.
- Permit the landscaping company to post a sign for three (3) weeks. After three weeks, the landscaping company will remove the sign.
- Allow my property to be used in a rain garden tour in the spring of 2011.

2. **RELEASE:** In consideration of accepting this rain garden project (**at no cost**), I hereby waive and release any and all rights and claims for liability and damages I may have against DNR, Harford County and/or [landscaping company's name], their employees, agents, board members, officers, sponsors, and volunteers. I hereby waive and release any rights, actions, or causes of action resulting from personal injury to me, or damage to my property sustained in connection with this project. I further consent to the unrestricted use by DNR, Harford County and [landscaping company's name], of any photographs, recordings, interviews, videotapes, motion pictures or similar visual or auditory recordings of me, my family, and/or my home.

3. **CHANGES AND CANCELLATION:** I understand that the installation date may be changed, my home removed from the Residential Stormwater Management Project, or the project canceled at the sole discretion of [landscaping company's name]. Each yard may receive a different layout and plant list and there should be no expectation by the homeowner or family as to what work might be done, beyond the work shown in the templates from the Maryland Cooperative Extension Master

Gardener Program. I also understand that Harford County make no promises/warranties/guarantees on plant longevity, plant growth, or secondary replacement of plants. Any additional plants, labor, or services requested by the homeowner (outside the scope of this project) is the sole financial responsibility of the homeowner and should be contracted separately with the landscaping company or nursery.

4. Please return this contract to:
Elizabeth Ebersole
Department Natural Resources
580 Taylor Avenue, E-2
Annapolis, MD 21401

5. **KNOWING AND VOLUNTARY EXECUTION:** I have carefully read this agreement and fully understand its contents. I am aware, that this is a contract between myself and the DNR, Harford County, and [landscaping company's name], and a Release of Liability, and I signed it of my own free will.

Executed on (date) _____, 200_____

Homeowner's Signature: _____

Homeowner's Printed Name: _____

Homeowner's Address: _____

Email: _____ Phone: _____

DNR or Harford County Representative (Witness): _____